

HON. STANLEY A. BASTIAN

Roberta L. Steele, Regional Attorney
U.S. Equal Employment Opportunity Commission
San Francisco District Office
450 Golden Gate Ave, 5th Floor West
P.O. Box 36025
San Francisco, CA 94102

Damien Lee, Supervisory Trial Attorney
May Che, Senior Trial Attorney
Clive Pontusson, Trial Attorney
U.S. Equal Employment Opportunity Commission
Seattle Field Office
909 First Avenue, Suite 400
Seattle, WA 98104
may.che@eeoc.gov
Tel: (206) 576-3011
clive.pontusson@eeoc.gov
Tel: (206) 576-3042

ATTORNEYS FOR PLAINTIFF

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

Plaintiff,

v.

AIR CONTROL HEATING & AIR
CONDITIONING, INC. d/b/a AIR
CONTROL HEATING &
ELECTRIC, INC.

Defendant.

CIVIL ACTION NO. 2:21-cv-00347-SAB

[PROPOSED] CONSENT DECREE

I. INTRODUCTION

1. Plaintiff Equal Employment Opportunity Commission (“EEOC”) filed this lawsuit on December 14, 2021 against Defendant Air Control Heating & Air Conditioning (“Air Control” or “Defendant”) alleging violations of Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991. The EEOC alleged that Defendant deprived two former employees who filed Charge Numbers 551-2019-00924 and 551-2020-02709 with the EEOC (“Charging Parties”) and a class of similarly aggrieved employees (“Claimants”) of equal employment opportunities by subjecting them to unlawful sexual harassment, including a hostile work environment, based on their sex, female, and subjected the Charging Party who filed Charge 551-2020-02709 to constructive discharge.
2. The parties want to conclude fully and finally all claims arising out of the EEOC’s Complaint and Charge Numbers 551-2019-00924 and 551-2020-02709. The EEOC and Defendant enter into this Consent Decree to further the objectives of equal employment opportunity as set forth in the Civil Rights Acts of 1964 and 1991.

II. JURISDICTION AND VENUE

3. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451, 1331,

1337, 1343 and 1345. This action is authorized and instituted pursuant to sections 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. section 2000e et seq. ("Title VII") and section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a.

4. The Employment practices alleged to be unlawful were committed within the jurisdiction of the United States District Court for the Eastern District of Washington.

III. SETTLEMENT SCOPE

5. This Consent Decree is intended to serve as, and is, the full, final, and complete resolution of any and all allegations or claims of unlawful employment practices that were contained in Charge Numbers 551-2019-00924, 551-2020-02709, in the EEOC's administrative determination for each charge, and in the EEOC's Complaint filed in this lawsuit, including any and all claims by the parties for attorney fees and costs.

6. This Decree applies to Air Control Heating & Air Conditioning d/b/a Air Control Heating and Electric, and its successors and assigns including any purchaser of all or a portion of its assets during the term of the Consent Decree.

7. This Consent Decree is binding on any individual, entity and/or successor

1 after it acquires any ownership interest in any component of Defendant's
2 operations. Any purchase-sale agreement in whole or in part of Defendant's
3 business or assets, assumption of control agreement or similar agreement
4 that Defendant enters into with any successor shall comply with the terms of
5 this Consent Decree.
6

7 8. During the duration of this Consent Decree, Defendant will provide prior
8 written notice to any potential or actual purchaser of their business(es), or a
9 purchaser of all or a portion of Defendant's assets, and to any other potential
10 successor, of the EEOC's Complaint, the allegations raised in the EEOC's
11 Complaint, and the existence and contents of this Consent Decree.
12

13 9. Defendant shall provide written notice to EEOC within ten (10) business
14 days after the purchase-sale date of Defendant's business, the purchase-sale
15 date of all or a portion of Defendant's asserts, or the execution date of an
16 agreement providing for a third party to assume control over the operation or
17 management of Defendant's business in whole or in part. On EEOC's
18 request, Defendant shall provide within ten (10) business days all
19 documentation supporting the purchase-sale agreement or assumption of
20 control. EEOC shall determine whether any business entity constitutes a
21 legally bound successor ("successor entity") for purposes of Consent Decree
22 compliance. EEOC shall notify Defendant of its determination as to
23
24
25

1 successor entity status within thirty (30) business days of receipt of
2 documentation supporting the purchase-sale agreement or assumption of
3 control.

4
5 10.No waiver, modification or amendment of any provision of this Consent
6 Decree shall be effective unless made in writing and approved by the Parties
7 to this Decree, and any substantive change, modification or amendment of
8 any provision of this Consent Decree shall also require approval by the
9 Court.
10
11

12
13 **IV. MONETARY RELIEF**

14 11.Defendant shall pay the Charging Parties and Claimants a total gross amount
15 of three hundred fifty thousand dollars (\$350,000) within ten (10) business
16 days of the entry date of this Consent Decree and receipt by Defendant of
17 W-9s. In addition, Defendant shall issue a paycheck in the gross amount of
18 eleven thousand dollars (\$11,000) that is payable to one Charging Party.
19 Within three (3) days of the entry of this Consent Decree, the Commission
20 shall provide Defendant with an accounting of the specific amounts to be
21 paid to each Charging Party and Claimant indicating the reason for the
22 payment, i.e., lost wages or non-wage damages for emotional distress, along
23 with the address where each payment should be mailed. The payment to one
24
25

Charging Party for wage damages shall be less standard tax withholdings.

The non-wage payments to each Charging Party and Claimant shall not be reduced by any tax withholdings. Defendant will issue an IRS form W-2 for the wage payment and an IRS form 1099-MISC for the non-wage payments. Defendant shall simultaneously transmit copies of the checks, together with an accounting of the employee deductions and employer contributions made and tracking information for the delivery of the checks to: *EEOC-*

SEFO_COMPLIANCE@eeoc.gov and *SEFO-AIRCONTROL@eeoc.gov*.

12. Defendant will not condition the receipt of monetary relief on the Charging Parties' or any Claimant's agreement to (a) maintain as confidential the facts and/or allegations underlying their claim and the Complaint and the terms of this Decree; (b) waive her statutory right to file a charge with any governmental agency; (c) refrain from reapplying for a job with Defendants; or (d) a non-disparagement and/or confidentiality agreement.

V. INJUNCTIVE AND OTHER RELIEF

A. GENERAL PROVISIONS

13. Defendant, including Maxim Johnston, its owners, officers, agents, managers, supervisors, and all human resource professionals are enjoined from engaging in practices which constitute harassment based on any

1 employee's sex (female).

2 14. In recognition of its obligations under Title VII, Defendant shall institute the
3 policies and practices described below.

4
5 **B. INDEPENDENT CONSULTANT**

6 15. Within thirty (30) days of the entry date of this Consent Decree, Defendant
7 shall retain a third-party independent consultant ("Consultant") with
8 expertise and experience in employment discrimination, including sex
9 harassment, under Title VII of the Civil Rights Act and related employment
10 policies and practices, and workplace investigations. A Consultant must be
11 retained for the entire duration of the Consent Decree. Ten (10) days prior
12 to the retention of any Consultant, Defendant shall provide materials related
13 to the Consultant's qualifications, experience and expertise, particularly as
14 they relate to and are consistent with advancing the purpose and
15 requirements of the Consent Decree, to the EEOC for review and comment.
16 Within five (5) days of receipt, the EEOC will advise the Defendant of any
17 comments. The Defendant shall bear all costs of retaining the Consultant to
18 perform the duties required by this Consent Decree.

19
20 16. The Consultant will maintain a dedicated phone number and email address
21 for Air Control employees to submit complaints of discrimination based on
22 sex, including sexual harassment and hostile work environment, and
23
24
25

1 retaliation, directly to the Consultant. If Defendant receives such a
2 complaint, Defendant will notify the Consultant within twenty-four (24)
3 hours of its receipt of the complaint.
4

5 17. Defendant will ensure that the Consultant performs the following duties over
6 the duration of the Consent Decree:

- 7 a. Assist with the development and implementation of anti-
8 discrimination policies and procedures that prohibit discrimination,
9 including sexual harassment, and retaliation as described in
10 Paragraphs 20-25;
11
12 b. Receive and independently and confidentially investigate any
13 complaint of discrimination, sexual harassment and/or retaliation in
14 accordance with the provisions of Paragraph 23;
15
16 c. Determine appropriate disciplinary or corrective action to resolve a
17 complaint of discrimination, sexual harassment or retaliation;
18
19 d. Maintain detailed written records of all complaints of discrimination,
20 sexual harassment and retaliation, the investigation of such
21 complaints, and the resolution of such complaints;
22
23 e. Follow up with each complainant during the investigation and within
24 sixty (60) days after the conclusion of the investigation and inquire
25 whether the complainant has been subjected to retaliation and

investigate if the complainant claims retaliation;

- f. Determine the remedial action to be upon substantiating a complaint of discrimination, sexual harassment and retaliation, which Defendant will follow; and
- g. Provide a report to the EEOC within twenty-one (21) days of completion of the investigation of a complaint. The report shall include the following written records: the complaint, the investigation of the complaint, the findings of the complaint, the remedial action, if any, and confirmation that Defendant complied with the Consultant's directive.

18. The Consultant will send quarterly emails to all Defendant employees identifying themselves as the independent Consultant, explaining the Consultant's role pursuant to this Consent Decree, and advising that the Consultant is available to respond to any complaints of discrimination based on sex, including sexual harassment and hostile work environment, and retaliation. The Consultant will provide in the email to employees the Consultant's contact information and a copy of Defendant's sexual harassment and retaliation policy.

19. Defendant shall ensure that the Consultant will have access to all records, documents, data and other sources of information, including the ability to

1 interview Defendant's personnel, which the Consultant deems necessary or
2 appropriate to perform the duties required by the Consent Decree.

3 **C. ANTI-DISCRIMINATION POLICIES AND PROCEDURES**

4
5 20. Within ninety (90) days from the date of entry of this Consent Decree and
6 for its duration, Defendant shall develop, with the assistance of the
7 Consultant, and implement anti-discrimination policies and procedures that
8 prohibit discrimination, including sexual harassment, and retaliation, explain
9 to employees their rights and responsibilities under the EEO laws, and is
10 subject to periodic updating to reflect changes in anti-discrimination laws.
11
12 The policies will state that they are promulgated at the direction of and with
13 the endorsement by the highest level of the company. These policies and
14 procedures shall be provided to the EEOC for review and comment no later
15 than thirty (30) days prior to implementation. Within fifteen (15) days of
16 receipt, the EEOC will advise the Defendant of any comments.

17
18 21. Defendant's anti-discrimination policies shall contain specific provisions
19 prohibiting sexual harassment and retaliation. The harassment section of the
20 policies will provide a definition of sexual harassment and must include
21 statements that: (1) employees have the right to be free from harassing
22 behavior while at work, including inappropriate behavior from the officers
23 and owners of the company, and (2) retaliation against persons who make
24
25

1 complaints of discrimination or participate or act as witnesses in
2 investigations of discrimination complaints is strictly prohibited.

3 22. The policies against discrimination and harassment shall include, at a
4 minimum, the following provisions:
5

- 6 a. A strong and clear commitment to a workplace free of sexual
7 harassment and retaliation with statements prohibiting sex harassment
8 and retaliation;
9
- 10 b. Clear and comprehensive description of sexual harassment (both quid
11 pro quo and hostile work environment) and retaliation, with examples
12 specific to Defendant's workplace and industry;
13
- 14 c. A statement encouraging employees to come forward if they believe
15 they have been harassed or retaliated against for complaining about
16 discrimination or harassment;
17
- 18 d. A description of the possible consequences up to and including
19 termination that will be imposed for violation of the policy against
20 sexual harassment and retaliation;
21
- 22 e. A clearly described complaint process that provides accessible and
23 confidential avenues of complaint with the contact information,
24 including name, address, and telephone number of persons both
25 internal at Defendant and external (Consultant and EEOC) to whom

employees can report sexual harassment and retaliation;

- f. A statement that Defendant shall notify the Consultant within twenty-four (24) hours about any complaint of sexual harassment or retaliation it receives, as well as any incidents of sexual harassment or retaliation Defendant observes or becomes aware of;
- g. A statement that the Consultant shall have the sole responsibility of investigating and responding to the complaints;
- h. A statement that Defendant shall be bound by the Consultant's determinations regarding complaints of sexual harassment and retaliation and the remedial action to be taken when a complaint is substantiated;
- i. A statement that employees may also bring their complaints directly to the EEOC and identify the EEOC's website address, telephone number, and email address;
- j. A statement of commitment, that to the maximum extent feasible, confidentiality of the person bringing complaints about sexual harassment and retaliation will be maintained;
- k. A statement that Defendant's sexual harassment and retaliation policies apply to all persons, including owners, directors, management officials, supervisors, vendors, suppliers, third parties, and customers;

- 1 1. Assurance that Defendant will take immediate and appropriate
2 corrective action as determined by the Consultant when a complaint of
3 harassment or retaliation has been substantiated; and
4
5 m. Assurance that Defendant's disciplinary policies hold all employees,
6 including, owners, directors, management officials, and supervisors
7 accountable for engaging in conduct prohibited by its policies and
8 procedures or failing to take appropriate action required by this
9 Consent Decree.
10

11 23. Defendant's anti-discrimination and anti-retaliation policies shall also
12
13 include an investigation procedure to ensure fair and competent
14 investigations of complaints of discrimination. The procedures shall, at a
15 minimum, include requirements that: (a) all reports and complaints of
16 discrimination will be investigated; (b) Defendant will advise the Consultant
17 about complaints no later than 24 hours after receipt; (c) Air Control
18 employees are encouraged to make complaints directly to the Consultant; (d)
19 investigations will be conducted by the Consultant; (e) the investigation of a
20 complaint will begin no later than two (2) business days after its receipt by
21 the Consultant and be completed within fifteen (15) business days, unless
22 extenuating circumstances warrant otherwise; (f) Defendant will follow the
23 Consultant's decisions about remedial action to be taken upon substantiation
24
25

1 of a complaint; (g) to the maximum extent feasible, confidentiality for the
2 person bringing complaints about sexual harassment and retaliation will be
3 maintained; (h) the findings and corrective action be memorialized in a
4 written report including, at a minimum, the allegations of the complaint, the
5 identities of all named witnesses, all witness statements, a summary of
6 documentary evidence, an explanation of investigative findings and a
7 description of corrective action taken, if any; and (i) the results of each
8 investigation, including a general description of the remedial actions taken
9 or proposed, if any, be communicated to the complainant within five (5)
10 business days after the conclusion of the investigation.
11
12
13

14 24. Within ninety (90) days from the date of entry of this Consent Decree,
15 Defendant shall distribute a copy of its anti-discrimination policies either in
16 paper or electronic form to all employees and shall make the policies readily
17 accessible electronically and physically onsite for all employees for review.
18 These policies will also be distributed within ten (10) days to every
19 employee hired or re-hired during the duration of this Decree.
20
21

22 25. Defendant shall state their commitment as an Equal Opportunity Employer
23 by including the following text on all application materials, including paper
24 and online versions, highlighted in bold text no smaller than 12-point font:
25
“Discrimination in all forms, including sexual harassment, is unacceptable.

1 We are committed to a workplace free from discrimination and retaliation.”

2 The application also will contain the contact information for the Consultant
3 who will be charged with receiving, investigating and responding to
4 complaints of discrimination.
5

6 **D. EQUAL EMPLOYMENT OPPORTUNITY TRAINING**

7 26. Not later than sixty (60) days after entry of this Consent Decree, Defendants
8 shall ensure that Maxim Johnston attends one-on-one training sessions
9 amounting to no less than eight (8) hours concerning sexual harassment and
10 retaliation. The training shall be live, interactive instruction and can be
11 conducted either in-person or through an online communication tool or
12 platform. Training content shall focus on sexual harassment accountability
13 and power dynamics in the workplace with an emphasis on workplace
14 culture, dignity, and respect for all employees. The training shall
15 incorporate concepts described in the EEOC June 2016 Report of the Select
16 Task Force on the Study of Harassment in the Workplace and as described in
17 Paragraphs 22-23. The training shall emphasize employer best practices for
18 responding to employee complaints of sexual harassment and retaliation or
19 employer observations of such conduct in the workplace. These training
20 sessions shall be developed and conducted by a third party with experience
21 training individuals accused of sexual harassment or retaliation stemming
22
23
24
25

1 from complaining about sexual harassment. The identification of the trainer
2 and any training materials must be submitted to the EEOC for review and
3 comment no later than twenty-one (21) days prior to the first training
4 session. Within fifteen (15) days of receipt, the EEOC will advise
5 Defendant of any comments. Defendant shall pay the cost of these training
6 sessions. Defendant shall certify to the EEOC that Mr. Johnston received
7 eight (8) hours of training/counseling required by this paragraph within
8 seven (7) days of completion of the training.
9
10

11 27. Not later than one hundred twenty (120) days after entry of this Consent
12 Decree and annually thereafter for the length of the Consent Decree,
13 Defendant shall provide in-person interactive EEO training seminar to all its
14 officers, directors, managers, supervisors, and human resource professionals.
15
16 Maxim Johnston need not attend this initial training, although he shall be
17 required to attend all annual trainings thereafter, and the individual training
18 required by Paragraph 26. These annual EEO trainings shall be no less than
19 four (4) hours in duration, and include, at a minimum, an overview of Title
20 VII with special emphasis on Defendant's EEO policies relating to sexual
21 harassment and retaliation; Defendant's complaint and investigation
22 procedures; the duty to notify the Consultant about any complaint of sexual
23 harassment or retaliation it receives within 24 hours, as well as any incidents
24
25

1 of sexual harassment or retaliation these officers, directors, managers,
2 supervisors, and human resource professionals observe or become aware of;
3 and that retaliation against an employee or applicant who reports harassment
4 or discrimination is prohibited. Training content shall include focus on
5 sexual harassment accountability and power dynamics in the workplace with
6 an emphasis on workplace culture, dignity, and respect for all employees.
7 Training content shall incorporate concepts described in the EEOC June
8 2016 Report of the Select Task Force on the Study of Harassment in the
9 Workplace and as described in Paragraphs 22-23. The training shall
10 emphasize employer best practices as identified in EEOC June 2016 Report
11 of the Select Task Force on the Study of Harassment in the Workplace for
12 responding to employee complaints of sexual harassment and retaliation or
13 employer observations of such conduct in the workplace. Thereafter,
14 Defendant shall provide this training to all employees hired or promoted into
15 the role of manager, supervisor or human resource professionals within
16 thirty (30) days of assuming that position.

22 28. Not later than one-hundred and twenty (120) days after entry of this Consent
23 Decree and annually thereafter, Defendant shall provide an in-person
24 interactive EEO training seminar to all its employees who are not officers,
25 directors, managers, supervisors, and human resource professionals. These

1 EEO trainings for all employees shall be no less than two (2) hours in
2 duration, and include, at a minimum, an overview of Title VII with special
3 emphasis on Defendant's EEO policies relating to sexual harassment and
4 retaliation; Defendant's complaint and investigation procedures and contact
5 information for the Title VII Consultant who will receive and investigate
6 discrimination complaints, including sexual harassment, and retaliation;
7 bystander intervention techniques when employees witness discrimination,
8 harassment or retaliation occurring; that retaliation against an employee or
9 applicant who reports harassment or discrimination is prohibited; and
10 contact information for EEOC as a resource for inquiries and to report
11 discrimination, harassment and retaliation. In addition, after the first
12 training, Defendant shall provide either in person or through an online-
13 interactive module EEO training to new hires within ninety (90) days of the
14 employee's hire date.

19 29. The trainings described in Paragraphs 27-28 shall be developed and
20 conducted by a third party, which may be the Consultant, with established
21 experience conducting anti-discrimination and anti-retaliation training and
22 workplace investigations. All training materials and identification of the
23 trainer must be submitted to the EEOC for review and comment no later than
24 thirty (30) days prior to holding the first training sessions. Within fifteen
25

1 (15) days of receipt, the EEOC will advise Defendant of any comments.

2 Defendant shall provide the trainings described in Paragraphs 27-28 at its
3 own cost. EEOC reserves the right to attend any of the training sessions
4 described in Paragraphs 26-28 upon request.
5

6 30.If Defendant modifies the EEO trainings identified in Paragraphs 27-28
7 during the duration of the Decree, Defendant shall submit to the EEOC for
8 its review and comment the proposed modifications no later than thirty (30)
9 days before adoption. Within fifteen (15) days of receipt, the EEOC will
10 advise Defendants of any comments.
11

12 31.Defendant shall notify the EEOC of the completion of the annual training
13 sessions described in Paragraphs 27-28 and shall specify the names and job
14 titles of the individuals who participated in and completed the training. This
15 information shall be provided as part of the annual reports Defendant
16 submits to the EEOC.
17
18

19 **E. POLICIES DESIGNED TO PROMOTE ACCOUNTABILITY**

20 32.Within ninety (90) days from the date of entry of this Consent Decree and
21 for its duration, Defendant shall adopt and implement policies and
22 procedures that specifically advise all owners, officers, managers,
23 supervisors, and human resource personnel of their duty to ensure
24 compliance with its EEO anti-discrimination policies, including Title VII,
25

1 and the prohibition against retaliation. Defendant shall impose discipline, up
2 to and including termination of employment, upon any officer, supervisor,
3 manager, hiring official, or human resources personnel, who it determines
4 discriminates, harasses or retaliates against any applicant and/or employee.
5 These policies and procedures shall be provided to the EEOC for review and
6 comment no later than thirty (30) days prior to implementation. Within
7 fifteen (15) business days of receipt, the EEOC will advise the Defendant of
8 any comments.
9
10

11 **F. NON-DISCLOSURE OF INFORMATION**
12

13 33. Defendant shall ensure that no charge, allegation of discrimination or
14 reference to this lawsuit against Defendant, is included in the personnel
15 records of the Charging Parties or the Claimants who are recovering
16 settlement monies as provided in this Consent Decree. Defendant may
17 retain this information, if any, in a file separate and apart from the personnel
18 records. Defendant shall not disclose any information or refer to any charge
19 of discrimination or this lawsuit in responding to requests for information
20 about the Charging Parties or any of the Claimants. When fielding inquiries
21 about the Charging Parties or any Claimant who is recovering settlement
22 monies as provided in this Consent Decree, consistent with its standard
23 practice, Defendant shall provide the dates of employment and positions
24
25

1 held.

2 G. REPORTING

3 34. Defendant and its successors shall report to the EEOC during the duration of
4 this Consent Decree. The reporting period will run from the date of entry of
5 this Consent Decree. The reports shall be in writing and submitted on a
6 annual basis during the reporting period to: *EEOC-*
7 *SEFO_COMPLIANCE@eeoc.gov* and *SEFO-AIRCONTROL@eeoc.gov*.
8

9 These annual reports shall contain the following information and
10 attachments:
11

12 a. Certification that Defendant has:

- 13
- 14 i. Continued to maintain its written policy and procedures and
15 distributed copies of its policies as described in Paragraphs 20-
16 25;
17
- 18 ii. Complied with the Notice Posting requirement in Paragraph 36;
19
- 20 iii. Complied with the training provisions enumerated in this
21 Consent Decree, as provided in Paragraphs 26-31, and provided
22 a list of all attendees, with job titles, for each training
23 completed;
24
- 25 iv. Continued to maintain written policies and procedures to
promote accountability as required by Paragraph 32; and

1 v. Complied with all other provisions of this Consent Decree.

2 b. Copies of the following documents shall be included with each annual
3 report:

4 i. A copy of the EEO policy and procedures maintained in
5 accordance with the provisions of this Consent Decree;

6 ii. A copy of its current EEO policy and a list of any changes,
7 modifications or revisions to its EEO policies and procedures, if
8 any, which concern or affect the subjects of discrimination,
9 harassment or retaliation;

10 iii. A summary report of the resolution of each internal formal or
11 informal discrimination, harassment, or retaliation complaint
12 made by employees or applicants, including:

13 1. Identification of all individuals involved, including their
14 titles and work locations;

15 2. The particulars of the complaint;

16 3. A summary of the investigation conducted by the
17 Consultant according to the provisions of Paragraph 23
18 above;

19 4. Investigation determination and any corrective action
20 taken;

1 5. Name(s) and title of individual(s) who received,
2 investigated and or otherwise addressed and or took
3 action based on the complaint; and
4

5 6. The home address, home and cell phone numbers, and
6 personal e-mail address for any complainants.

7 35. During the pendency of this Consent Decree, Defendant shall make a
8 representative with knowledge available for audits upon request by EEOC to
9 determine compliance with this Consent Decree. EEOC shall provide notice
10 of audit subject matter not later than fourteen (14) business days in advance
11 but, at a minimum, the audit shall include whether Defendant have received
12 any complaints about harassment or retaliation. Any requested audit will be
13 conducted at a mutually agreeable time and place.
14
15

16
17 **H. POSTING**

18 36. Defendant shall post a Notice to All Employees within five (5) days of entry
19 of this Consent Decree. This Notice is attached as Exhibit A to this Consent
20 Decree. The Notice shall be conspicuously posted on a bulletin board at all
21 Defendant's for the duration of the Consent Decree.
22
23
24
25

VI. ENFORCEMENT

37. If the EEOC determines that Defendant or its successors have not complied

1 with the terms of this Consent Decree, the EEOC shall provide written
2 notification of the alleged breach to Defendant or its successors. The EEOC
3 shall not petition the Court for enforcement of this Consent Decree for at
4 least forty-five (45) days after providing written notification of the alleged
5 breach. The EEOC and Defendant or its successors shall utilize the 45-day
6 period to engage in good-faith efforts to resolve the dispute.
7
8
9

10 **VII. RETENTION OF JURISDICTION**

11 38. The United States Court for the Eastern District of Washington shall dismiss
12 this case with prejudice but retain jurisdiction over this matter for the
13 duration of this Consent Decree for enforcement purposes.
14
15
16

17 **VIII. DURATION AND TERMINATION**

18 39. This Consent Decree shall be in effect for five (5) years from the date of
19 entry of the Decree. If the EEOC petitions the Court for breach of this
20 Consent Decree, and the Court finds Defendant to be in violation of the
21 terms of the Consent Decree, the Court may extend the duration of this
22 Consent Decree.
23
24
25

DATED this 5th day of April, 2022.

1 ROBERTA STEELE
Regional Attorney

CHRISTOPHER LAGE
Deputy General Counsel

2 DAMIEN A. LEE
3 Supervisory Trial Attorney

GWENDOLYN YOUNG REAMS
Associate General Counsel

4 MAY R. CHE
5 Senior Trial Attorney

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
Office of the General Counsel
131 "M" Street NE, 5th Floor
Washington, D.C. 20507

6 CLIVE PONTUSSON
7 Trial Attorney

8
9 DocuSigned by:
10 BY: Roberta Steele
11 Roberta Steele
12 Equal Employment Opportunity Commission
13 909 1st Avenue, Suite 400
14 Seattle, Washington 98104-1061
15 Telephone (206) 576-3011
16 Facsimile (206) 220-6196

Attorneys for Plaintiff, EEOC

17 LEWIS BRISBOIS BISGAARD & SMITH LLP
18 Benjamin J. Stone
19 Hannah E. Driscoll
20 1111 Third Avenue, Suite 2700
21 Seattle, Washington 98101
22 (206) 436-2020 / (206) 436-2030 Fax

23 DocuSigned by:
24 BY: Benjamin J. Stone
25 Benjamin J. Stone
1111 Third Avenue, Suite 2700
Seattle, Washington 98101
(206) 436-2020 / (206) 436-2030 Fax
Benjamin.Stone@lewisbrisbois.com

Attorney for Defendant, Air Control Heating & Air Conditioning